



County of San Bernardino

**F A S**

**STANDARD CONTRACT**

**FOR COUNTY USE ONLY**

<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code <b>FOSTERA321</b>	Dept. <b>SC</b>	Dept. <b>A</b>	Contract Number <b>02-1050 A-1</b>		
County Department <b>Transitional Assistance Department</b>			Dept. Orgn.	Contractor's License No.		
County Department Contract Representative <b>Bruce Fordon</b>			Telephone <b>7-2451</b>	Total Contract Amount <b>\$175,000</b>		
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date <b>Oct. 9, 2002</b>	Contract End Date <b>June 30, 2004</b>	Original Amount <b>\$75,000</b>	Amendment Amount <b>\$100,000</b>	
Fund <b>AAA</b>	Dept. <b>DPA</b>	Organization <b>CNP</b>	Appr. <b>300</b>	Obj/Rev Source <b>3120</b>	GRC/PROJ/JOB No. <b>R32622BZ</b>	Amount <b>\$100,000</b>
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	
Learning Disabilities			02-03	\$75,000		
Evaluation Services			03-04	\$100,000		
Contract Type – 1						

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, Transitional Assistance Department (TAD), hereinafter called the County, and

Name

Foster Assessment Center and Testing Service, Inc.

hereinafter called Contractor

Address

123 Hodencamp Road #104

Thousand Oaks, CA 91360

Phone

Birth Date

(805) 497-1685

Federal ID No. or Social Security No.

**IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT NO. 1:**

It is hereby agreed to amend Contract #02-1050 between the County and Contractor as follows:

All references to Jobs and Employment Services Department (JESD) are replaced by Transitional Assistance Department (TAD).

## **I. CONTRACT SPECIFICATIONS**

### **Paragraph A to read as amended:**

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: Foster Assessment Center and Testing Service  
123 Hodencamp Road #104  
Thousand Oaks, CA 91360

County: County of San Bernardino  
Human Services System  
Attn: Contracts Unit  
150 S. Lena Road  
San Bernardino, CA 92415-0515

County (***Insurance Information Only***):  
County of San Bernardino  
c/o Insurance Data Services  
P.O. Box 12010 – CB  
Hemet, CA 92546-8010

## **II. TERM OF CONTRACT**

### **Section to read as amended:**

The contract is effective as of October 9, 2002, and is being extended from its amended expiration date of June 30, 2003, to expire on June 30, 2004, but may be terminated earlier in accordance with the following provisions:

- A. The County may terminate the Contract immediately under the provisions of Section VII of this Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant County Administrator – Human Services System is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.

#### **IV. CONTRACTOR SCOPE OF WORK**

**Paragraph C, Item 2 is to read as amended:**

2. Contractor must notify the participant's case manager of any "No-Show" within 24 hours of the scheduled appointment. If a participant is a "No-Show" to a scheduled appointment and is a participant at any of the following TAD office locations, the Contractor may bill TAD \$50 for each "No-Show" participant:
  - a. 29 Palms
  - b. Adelanto
  - c. Barstow
  - d. Hesperia
  - e. Needles
  - f. Victorville
  - g. Yucca Valley

#### **IX. FISCAL PROVISIONS**

**Paragraph E is deleted in its entirety.**

#### **X. PELL GRANTS AND OTHER EDUCATIONAL ASSISTANCE FUNDS**

**Section is deleted in its entirety.**

#### **XI. INDEMNIFICATION AND INSURANCE**

**Section to read as amended:**

A. Contractor agrees to and shall comply with the following indemnification and insurance requirements:

1. Indemnification - The Contractor agrees to indemnify, defend, and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.
2. Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract the following types of insurance with minimum limits as shown:
  - a. Worker's Compensation - A program of Workers' Compensation insurance or a State-approved Self Insurance Program in amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the consultant and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not

currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the County’s Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance. If the County’s Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage of owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
3. Additional Named Insured - All policies, except for Workers’ Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
4. Waiver of Subrogation Rights - Except for Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above-required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
5. Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
6. Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.
7. Insurance Review - The above insurance requirements are subject to periodic review by the County. The County’s Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.
8. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

**XV. ADDITIONAL REQUIREMENTS**

**Paragraph P is added.**

- P. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

All other terms and conditions of this Agreement remain in full effect.

COUNTY OF SAN BERNARDINO

Foster Assessment Center and Testing  
Service, Inc.

(Print or type name of corporation, company, contractor, etc.)

Dennis Hansberger, Chairman, Board of Supervisors

Dated \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors  
of the County of San Bernardino.

By \_\_\_\_\_  
Deputy

By \_\_\_\_\_  
(Authorized signature – sign in blue ink)

Name \_\_\_\_\_  
Craig Foster  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
Assessment Director  
(Print or Type)

Dated \_\_\_\_\_

By \_\_\_\_\_  
(Authorized signature – sign in blue ink)

Name \_\_\_\_\_  
Andrea Foster  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
Director of Services  
(Print or Type)

Address \_\_\_\_\_  
123 Hodencamp Road #104  
Thousand Oaks, CA 91360

Approved as to Legal Form  
Julie Surber, County Counsel

Reviewed by Contract Compliance  
Lori Ciabattini, HSS Contracts Unit

Presented to BOS for Signature  
Linda Haugan, Director

**Auditor/Controller-Recorder  
Use Only**

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Auditor/Controller-Recorder  
Use Only**

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

